

# BUSINESS FINANCING / LOAN AGREEMENT BETWEEN

PATRICIA SMITH  
(Hereinafter referred to as the Borrower)

&

LEE MATOSUKI  
(Hereinafter referred to as the Lender)

For value received, the Borrower hereby unconditionally promises to pay to the order of Lender the sum of Three Hundred and Fifty Thousand Dollars (\$350,000) together with interest accrued at the rate of 7.85 percent (7.85%) per year on any unpaid balance on a FIXED 2 YEARS TERM.

## Payable on Demand

The entire outstanding amount shall become immediately payable upon demand by the Lender or holder of this Note, but demand shall not be made before the 15th day of APRIL 2011

## Place of Payment

Payment shall be made at the above stated address of the Lender or at such place as may be designated from time to time in writing by the Lender or holder of this Note. For ease of payment the Borrower may exercise the option to effect payment by direct deposit or electronic transfer of funds into the account of Lender as specified in writing.

## Prepayment

The Borrower may prepay this Note in full or in part at any time without premium or penalty. All prepayments shall first be applied to accrued interest and thereafter to the principal loan amount.

## Default

Should the Borrower not make full payment within 10 days of demand, this Note may be turned over for collection and the Borrower agrees to pay all reasonable legal fees and collection charges to the extent permissible by law, in addition to other amounts due.

## Transfer

The Lender may transfer this Note to another holder without notice to the Borrower and the Borrower agrees to remain bound to any subsequent holder of this Note under the terms of this Note.

The borrower agrees to execute a new Note with the same terms and conditions and remaining value in the event that this Note is lost, stolen or mutilated. The Lender shall release the Borrower of all obligations under the lost, stolen or mutilated Note in lieu of a replacement new Note. Paragraph headings are for convenience of reference only and are not intended to have any effect in the interpretation or determining of rights or obligations under this Note.

#### Joint and Several Liability

All Borrowers or Co-signors identified in this Note shall be equally liable for the repayment of the debt described in this Note.

#### Borrower's Waiver

The Borrower waives presentment for payment, notice of non-payment, off-set, protest and notice of protest and agrees to remain fully bound until this Note is paid in full.

#### Lender's Indulgence

No relaxation, indulgence, waiver, release or concession of any terms of this Note by the Lender on one occasion shall be binding unless in writing and if granted shall not be applicable to any other or future occasion.

#### Binding Effect

The terms of this Note shall be binding upon the Borrower's successors and shall accrue to the benefit and be enforceable by the Lender and his/her successors, legal representatives and assigns.


#### Jurisdiction

This Note shall be construed, interpreted and governed in accordance with the laws of the STATE OF RESIDENCE OF THE BORROWER in case of any DEFAULT in repayment and should any provision of this Note be judged by an appropriate court of law as invalid, it shall not affect any of the remaining provisions whatsoever.

Borrowers Name PATRICIA SMITH

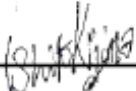
Borrower's Signature  Dated 15th April , 2009

Lender's Name LEE MATOSUKI

Lender's Signature  Dated 15th April , 2009

Signed in the presence of:

(1) Witness Name KIN WATERS

(1) Witness Signature  Dated 15th April , 2009